

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
MCI WORLDCOM COMMUNICATIONS, INC.**

WHEREAS, Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and MCIWORLDCOM Communications, Inc. ("CLEC") entered into an Interconnection Agreement (the "Agreement"); and

WHEREAS, SBC Wisconsin is willing through this Amendment to incorporate particular Wisconsin Commission-established rates (which are also found in the Wisconsin intrastate tariffs) into this Agreement under the following terms and conditions; and

WHEREAS, the underlying Agreement permits the Parties to mutually agree to amend the Agreement in writing.

NOW THEREFORE, the Parties agree to amend the underlying Agreement as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Amended Price Schedule. The Parties agree to amend the underlying Agreement by adding the Pricing Schedule attached to this Amendment as Exhibit A. The Parties agree that the rates set forth in Exhibit A of this Amendment shall act to supersede the corresponding rates set forth in the Agreement, any differences in terminology notwithstanding.¹

1.1.1 Rates. The Parties further agree that the certain rates found in the attached Exhibit A Pricing Schedule are the same as found as of June 1, 2003, in Wisconsin Tariff No. 20, Part 19 and are being applied to the Agreement because they have a corresponding UNE component in the Agreement, except as noted above regarding differing nomenclature. The attached Pricing Schedule includes both the recurring and nonrecurring rates and rate elements for its UNE product category, as well as the associated service order charges and related charges.

1.1.2 Ordering and Provisioning Terms and Conditions Unaffected. The Parties agree that the terms and conditions governing the ordering, provisioning and maintaining of the UNEs affected by this Amendment shall continue to be governed by the ICA, and not the Wisconsin Tariffs. To the extent that any amended rate is not covered by the ICA, then and only then shall the Tariff terms and conditions apply to that rate, and in that event, both parties agree to negotiate further contract amendments to incorporate Tariff terms and conditions into the Interconnection Agreement. Such negotiations shall be subject to the Dispute Resolution section of the Interconnection Agreement if they parties cannot agree on an Amendment within 60 days from commencement of negotiations.

¹ For example, the Wisconsin Interconnection Agreement Price Schedule on page 2 lists a rate for a "2-Wire Analog Basic Loop" in each of the urban, suburban, and rural zones in the state. The corresponding item in Wisc.P.S.C. Tariff 20, Section 2 refers to "2-Wire Analog Basic Interface Loop" in each of the same corresponding zones in the state, adding only the word "interface" as a nonsubstantive term of description. The parties intend for such nonsubstantive differences in terminology between contract and tariff for like items to be disregarded for the purposes of this Amendment.

- 1.1.3 **Effect of a Tariff Change.** For those certain rates found in the attached Exhibit A Pricing Schedule that are the same as found as of June 1, 2003, in Wisconsin Tariff No. 20, Part 19, those rates shall automatically be updated, without the need for any further amendment to the Agreement, to reflect any revisions or modifications to those Tariff rates, including those Tariff changes arising from any Commission investigation thereof as well as any subsequent revision or modification made thereto (including any withdrawal), when and as effective under Wisconsin law..

2.0 EFFECTIVENESS OF AMENDMENT AND RATE CHANGES

- 2.1 **Upon Approval, Prospective Only.** This Amendment shall be effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").
- 2.2 **No Rate Retroactivity.** In no event shall the Amendment be made to apply retroactively, or nor shall it require adjustments, reimbursements, or true-ups to rates charged for these UNEs prior to the Amendment Effective Date. By entering into this Amendment, CLEC is not waiving its position that this Amendment is not necessary to allow CLEC to obtain rates, including any Commission-ordered true-up, resulting from Case No. 6720-TI-161 or other cost cases under the terms of the Agreement between the Parties. Nothing in this Amendment shall be construed to negate or to waive either Party's position as to applicable loop rates between the Parties prior to the Amendment Effective Date.

3.0 ADDITIONAL TERMS AND CONDITIONS

- 3.1. This Amendment, including any acts taken pursuant thereto, shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any of the applicable tariffed rates, rate elements, or associated charges, including but not limited to any FCC or Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such tariffs, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.
- 3.2 This Amendment is not, and shall not in any way be construed to be, an admission by SBC Wisconsin or any of its affiliates that any one of them has violated the Agreement or its tariffs, or has otherwise acted inappropriately. This Amendment shall not be construed in any proceeding as a present or past admission of liability.
- 3.3 **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED**, including the rates, rate elements, and associated charges for UNEs under the Agreement that are not listed in the attached Exhibit A Pricing Schedule. In addition, this Amendment shall not affect the application of recurring and nonrecurring rates, rate elements, and associated charges for pre-existing and new UNE combinations purchased through SBC Wisconsin's tariffs. Defined terms not given a definition herein shall have the meaning ascribed to them in the Agreement.
- 3.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement, with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA

decision and pursuant to the FCC's Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order in the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or/and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The decision, orders and legislation referenced in this Section 3.4 shall be collectively referred to in this Amendment as the "Decisions."

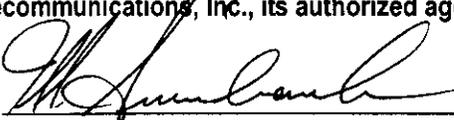
- 3.5 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any issue or subject addressed or implicated in this Amendment, or from raising and pursuing its rights and abilities with respect to the same, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing. This Paragraph is not intended and shall not be interpreted so as to permit any Party to challenge, directly or indirectly, the Amendment, including without limitation its validity, effectiveness, or application.
- 3.6 This Amendment shall not modify or extend the Effective Date or Term of the Agreement (even if now expired but the Parties continue to operate under the Agreement, including as modified by this Amendment, until replaced by a successor agreement), but rather will be coterminous with the Agreement.
- 3.7 The Parties acknowledge and agree that the provisions set forth above are each legitimately related to, conditioned on, and consideration for, every other rate, term and condition of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

MCI WORLDCOM COMMUNICATIONS, INC.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

By: 

By: 

Name: Marcel Henry
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Vice-President, NCCM
(Print or Type)

Title: *For/* President-Industry Markets

Date: 6/30/03

Date: JUL 07 2003

FACILITIES-BASED OCN #: _____

ACNA: _____

EXHIBIT A

A	B	C	D	E	F	G	H
1							
2	WISCONSIN		USOC	SBC RECURRING	Monthly	SBC NON-REC.	
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WISCONSIN BELL, INC. d/b/a
SBC WISCONSIN
MARCH 31, 2003

	A	B	C	D	E	F	G	H
1								
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
86	Port Charge Per Month							
88	Analog Line Port							
87	Analog Residence Only Line Port (Wisconsin Only)							
89	UPC							
90	6.25							
91	3.71							
92	N/A							
93	N/A							
94	N/A							
95	N/A							
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120	N/A							
121	N/A							
122	Port Non-Recurring Charges							
123	Service Order - Line Port, per occasion							
124	N/A							
125	N/A							
126	N/A							
127	N/A							
128	N/A							
129	N/A							
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TBD - To be determined
NRO - Non-recurring only
ICB - Individual Case Basis
NA - Not Applicable

	A	B	C	D	E	F	G	H
1								
2	WISCONSIN				SBC RECURRING		SBC NON-REC.	
3				USOC	Monthly			
127				NR9F7	NA		\$ 15.34	N/A
128				NR9F8	NA		\$ 15.34	N/A
129				REAKD	NA		\$ 50.60	N/A
130								
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A	B	C	D	E		F		G	H
				SBC RECURRING Monthly		SBC NON-REC.			
1	WISCONSIN		USOC						
2									
3									
168	Multiplexing								
169	DS1 to Voice Grade		OMVX1-X3	\$	298.31			NA	NA
170	DS3 to DS1		OMAX1-X3	\$	383.00			NA	NA
171	OC3	Add/Drop Multiplexing - Per Arrangement	MPECX	\$	606.97			NA	NA
172		Add/Drop Function							
173		- Per DS3 Add or Drop	MXJEX	\$	140.02			NA	NA
174		- Per DS1 Add or Drop	MXJAX	\$	43.54			NA	NA
175	OC12	Add/Drop Multiplexing - Per Arrangement	MPEDX	\$	667.13			NA	NA
176		Add/Drop Function							
177		- Per OC3 Add or Drop	MXJGX	\$	196.36			NA	NA
178		- Per DS3 Add or Drop	MXJBX	\$	42.58			NA	NA
179	OC48	Add/Drop Multiplexing - Per Arrangement	MXRFX	\$	770.56			NA	NA
180		Add/Drop Function							
181		- Per OC12 Add or Drop	MXJEX	\$	391.22			NA	NA
182		- Per OC3 Add or Drop	MXJGX	\$	180.31			NA	NA
183		- Per DS3 Add or Drop	MXJBX	\$	63.77			NA	NA
184									
185									
186	Dedicated Transport Cross Connects								
187	DS1		CXCDDX	\$	0.52			NA	NA
188	DS3		CXCDEX	\$	0.96			NA	NA
189	OC3		OCCDCX	\$	103.01			NA	NA

	A	B	C	D	E	F	G	H
1								
2	WISCONSIN			USOC	SBC RECURRING			SBC NON-REC.
3						Monthly		
190	OC12			OCCDX	\$	542.96	NA	NA
191	OC48			OCCFX	\$	1,218.40	NA	NA
192								
193	Dedicated Transport Optional Features & Functions							
194	DS1			CLYX1-X3				
195	OC3			P81	\$	55.75	NA	NA
196				P3S	\$	55.75	2,640.45	NA
197								
198				P81	\$	55.75	NA	NA
199				S2DX1	\$	75.75	NA	NA
200	OC12			P81	\$	275.82	NA	NA
201				P3S	\$	275.82	2,640.45	NA
202								
203				P81	\$	275.82	NA	NA
204				S2DX1	\$	67.73	NA	NA
205	OC48			P81	\$	1,056.21	NA	NA
206				P3S	\$	1,056.21	2,640.45	NA
207								
208				P81	\$	1,056.21	NA	NA
209				S2DX1	\$	88.17	NA	NA
210	Dedicated Transport Installation & Rearrangement Charges							
211	DS1			ORCMX				
212				NRBCL				
213				NRBCL				
214				NRBBL				
215	DS3			ORCMX				
216				NRBCL				
217				NRBCL				
218				NRBBL				
219				NRBDT				
220	OC3			ORCMX				
221				NRBCL				
222				NRBBL				
223	OC12			ORCMX				
224				NRBCL				
225				NRBBL				
226	OC48			ORCMX				
227				NRBCL				
228				NRBBL				

TBD - To be determined
NRD - Non-recurring only
ICB - Individual Case Basis
NA - Not Applicable